

The Honorable \_\_\_\_\_

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

MEDICAL COMMUNICATIONS RESOURCES,  
INC., a Maryland corporation; and US HEALTH  
NETWORK, INC., a Maryland corporation,

Plaintiffs,

v.

GLOBAL INITIATIVE FOR ASTHMA, INC., a  
Maryland corporation; and GLOBAL INITIATIVE  
FOR CHRONIC OBSTRUCTIVE LUNG  
DISEASE, INC., a Maryland corporation,

Defendants.

NO.

**COMPLAINT FOR VIOLATION  
OF THE LANHAM ACT, BREACH  
OF FIDUCIARY DUTY,  
CONSTRUCTIVE TRUST,  
ACCOUNTING, INJUNCTIVE  
RELIEF AND COPYRIGHT  
INFRINGEMENT**

**INTRODUCTORY STATEMENT**

This is an action brought to preserve and protect funds and assets that have been donated for the public good, but which are not being used for that purpose. Although plaintiffs have been greatly damaged by defendants' actions, plaintiffs primarily want to insure that funds are used as mandated by the donors and that defendants cease wrongfully using plaintiff Medical Communications Resources, Inc.'s ("MCR") intellectual property.

**PARTIES**

Plaintiffs MCR and US Health Network, Inc. ("US Health") allege as follows:

COMPLAINT FOR VIOLATION OF THE LANHAM ACT, BREACH OF  
FIDUCIARY DUTY, CONSTRUCTIVE TRUST, ACCOUNTING,  
INJUNCTIVE RELIEF AND COPYRIGHT INFRINGEMENT - 1



1. MCR is a Maryland corporation with its headquarters in the State of Washington. MCR does business primarily in Washington and internationally.

2. US Health is a Maryland corporation with its headquarters in the State of New York. US Health does business primarily in New York, Washington, and internationally.

3. Global Initiative for Asthma, Inc. ("GIA") is a Maryland corporation which has status as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code.

4. Global Initiative for Chronic Obstructive Lung Disease, Inc. ("GICOLD") is a Maryland corporation which has status as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code.

### JURISDICTION AND VENUE

Jurisdiction in this matter is based upon 28 U.S.C. § 1338 since this matter involves a trademark action, copyright action, and unfair competition and 28 U.S.C. § 1331 because it addresses a federal question. Venue is appropriate pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in the State of Washington, the bank accounts for GIA and GICOLD are in Washington, and the defendants reside in Washington because their headquarters and operations are based in Vancouver, Washington.

### FACTS COMMON TO ALL CAUSES OF ACTION

1. MCR and US Health are owned and operated by Lawrence Grouse, MD, Ph.D. Dr. Grouse, MCR and US Health have had longstanding involvement and interest in improving the global health approach to asthma and chronic obstructive pulmonary disease ("COPD").

### BACKGROUND REGARDING GIA

2. In 1992, MCR and Dr. Grouse started a worldwide movement to prevent, manage, and treat asthma patients and improve their quality of care. This was called the



1 Global Initiative for Asthma. Through the efforts of MCR and Dr. Grouse, it became known  
2 by the acronym "GINA." The purpose of the GINA initiative was to work with healthcare  
3 professionals and public health officials to raise awareness of asthma and the improvement,  
4 prevention, and treatment of asthma for patients around the world. In order to accomplish this  
5 goal, MCR spearheaded the development of an evidence-based medical guideline for asthma  
6 management, which was eventually to become known as the "The Global Initiative for  
7 Asthma, Global Strategy for Asthma Management and Prevention" or "GINA Workshop  
8 Report." In addition to the creation and development of medical guidelines, MCR  
9 coordinated and conducted global workshops, meetings, and informational events and global  
10 promotion of World Asthma Day.

11 3. From 1992 until 2008, MCR and Dr. Grouse devoted resources to raising funds  
12 for the GINA initiative, including the development of the GINA Workshop Report and its  
13 worldwide dissemination, coordinating worldwide meetings for the GINA initiative,  
14 organizing meetings nationally and internationally to further the GINA initiative on a global  
15 level, and hosting awareness and promotional events. For the years 1992-2008, the GINA  
16 initiative was conducted through the efforts and auspices of MCR.

17 4. Through a substantial expenditure of MCR's time, resources, and energy, the  
18 GINA initiative became the benchmark and standard for the coordination of global efforts to  
19 improve treatment for asthma and the GINA Workshop Report became the leading  
20 publication on asthma. It defines asthma management worldwide.

21 5. Dr. Lawrence Grouse donated his time to the GINA initiative beginning in  
22 1992 as the Executive Director of GINA. Dr. Grouse oversaw, directed and coordinated the  
23 creation and development of the GINA Workshop Report and related written materials,  
24 attended meetings, Dr. Grouse set agendas, and Dr. Grouse worked tirelessly to promote and  
25 fund the GINA initiative on a worldwide basis.  
26



1           6.       In recognition of its rights, MCR obtained copyright registrations in the GINA  
2 Workshop Report and its updates. Copies of applicable trademark registrations for these are  
3 attached as Exhibit A and incorporated by this reference. Copies of applicable copyright  
4 registrations are attached as Exhibit B and incorporated by this reference.

5           7.       In addition, MCR owns the copyrights to other materials produced in  
6 connection with the GINA initiative, including:

- 7           ➤       The GINA Pocket Guide for Management and Prevention of Asthma for  
8                   Physicians and Nurses;
- 9           ➤       The GINA Report: Global Strategy for the Diagnosis and Management of  
10                  Asthma in Children Five Years and Younger;
- 11           ➤       Pocket Guide for Asthma Management and Prevention in Children Five Years  
12                  and Younger; and
- 13           ➤       At a Glance Asthma Management Reference.

14           8.       Over the years, MCR expended significant time, effort, and financial resources  
15 in promoting the activities and materials of the GINA initiative under various trademarks it  
16 created. MCR continuously and exclusively used the trademarks and service marks  
17 “WORLD ASTHMA DAY” and design, “WORLD COPD DAY” and design; “GLOBAL  
18 INITIATIVE FOR ASTHMA” and design; and “ALLERGIC RHINITIS AND ITS IMPACT  
19 ON ASTHMA” and design in connection with those activities. The trademarks have come to  
20 symbolize the extraordinary goodwill of MCR. (The copyrights and trademarks of MCR are  
21 collectively referred to hereinafter as the “GINA intellectual property.”)

22           9.       MCR raised money for GINA by obtaining sponsors who provided educational  
23 grants for the programs and for the initiative. Each year, MCR would prepare a budget for the  
24 upcoming year, specifying the amount of contributions to be raised and allocating the funds to  
25 specific activities. The Executive Committee members of the GINA initiative would review  
26



1 and approve the budget. Once the budget was approved, MCR would submit a sponsorship  
2 proposal, which contained the approved budget, to potential sponsors. The sponsors would  
3 donate funds with the expectation that the funds would be used for the purpose or purposes  
4 described in the budget and/or Sponsorship Agreement.

5 10. Sponsorship money was raised and funds were used in accordance with the  
6 purposes described to the sponsors.

7 11. No sponsor money was used in creating either the design or the trademark  
8 materials. Rather, MCR created these materials on its own for the purpose of promoting the  
9 treatment of asthma.

10 12. In 2008, the Executive Committee of the GINA initiative, Dr. Grouse and  
11 MCR thought the initiative could be strengthened by creating a designated charity for the  
12 purpose of receiving funds from sponsors and managing the initiative. To that end, MCR  
13 assisted and even provided its own funds for the creation of GIA, a nonprofit company that  
14 was to apply for and receive status under the Internal Revenue Code of the United States of  
15 America as a 501(c)(3) company. All parties thought that having GIA be a tax exempt  
16 company would assist in raising money and obtaining donations to further the good work  
17 started in 1992 by MCR and Dr. Grouse.

18 13. After GIA was created and incorporated, an agreement was entered into  
19 between MCR and the newly formed GIA. US Health was also formed at that time to  
20 implement and enhance the work of the GINA initiative. The agreement provides that GIA  
21 would be given certain rights to control and develop the content of the guidelines and to use  
22 and publish the materials which were copyrighted by MCR, however, MCR would retain the  
23 commercial rights to all materials, including the GINA materials, the copyrights, and  
24 trademarks. The agreement also detailed the fundraising that would be done by MCR and US  
25 Health on behalf of GIA and how the profits would be split between them. The goal of the  
26



1 agreement was to document the collaborative effort by which MCR would continue to assist  
2 in the global initiative, but that the 501(c)(3) company, GIA, would work closely with MCR  
3 for the benefit of the initiative. A copy of the GIA agreement is attached as Exhibit C and  
4 incorporated by this reference.

5 **BACKGROUND REGARDING GICOLD**

6 14. In 1996, MCR started a worldwide movement to prevent, manage and treat  
7 COPD patients and improve the quality of their care. This was called the Global Initiative for  
8 Chronic Obstructive Lung Disease. Through the efforts of MCR and Dr. Grouse, it became  
9 known by the acronym "GOLD." The purpose of the GOLD initiative was to work with  
10 healthcare professionals and public health officials to raise awareness of COPD and the  
11 improvement, prevention and treatment of COPD for patients around the world. In order to  
12 accomplish this goal, MCR spearheaded the development of an evidence-based medical  
13 guideline on COPD, which was eventually to become known as the "Global Initiative for  
14 Chronic Obstructive Lung Disease, Global Strategy for the Diagnosis, Management and  
15 Prevention of Chronic Obstructive Pulmonary Disease" or "GOLD Workshop Report." In  
16 addition to the creation and development of medical guidelines, MCR coordinated and  
17 conducted global workshops, meetings and information events.

18 15. From 1996 until 2008, MCR devoted resources to raising funds for the GOLD  
19 initiative, including the development of the GOLD Workshop Report and its worldwide  
20 dissemination, coordinating worldwide meetings for the GOLD initiative, organizing  
21 meetings nationally and internationally to further the GOLD initiative on a global level, and  
22 hosting awareness events. For the years 1996-2008, the GOLD initiative was conducted  
23 through the efforts and auspices of MCR.

24 16. Through a substantial expenditure of MCR's time, resources, and energy, the  
25 GOLD initiative became the benchmark and standard for the coordination of global efforts to  
26



1 improve treatment for COPD and the GOLD Workshop Report became the leading  
2 publication on COPD.

3 17. Dr. Lawrence Grouse donated his time to the GOLD initiative beginning in  
4 1996 as Executive Director of GOLD. Dr. Grouse oversaw, directed and coordinated the  
5 creation and development of the GOLD Workshop Report and related written materials,  
6 attended meetings, Dr. Grouse set agendas, and Dr. Grouse worked tirelessly to promote the  
7 GOLD initiative on a worldwide basis.

8 18. In recognition of its rights, MCR obtained copyright registration in the GOLD  
9 Workshop Report and its updates. Copies of applicable trademark registrations for these are  
10 attached as Exhibit D and incorporated by this reference. Copies of applicable copyright  
11 registrations are attached as Exhibit E and incorporated by this reference.

12 19. In addition, MCR owns the copyrights to other materials produced in  
13 connection with the GOLD Initiative, including:

- 14 ➤ GOLD Pocket Guide to COPD Diagnosis, Management, and Prevention;
- 15 ➤ GOLD COPD Diagnosis and Management At-A-Glance Desk Reference;
- 16 ➤ GOLD At-A-Glance Pocket Reference for COPD Diagnosis, Management, and  
17 Prevention;
- 18 ➤ GOLD Executive Summary: Global Strategy for Diagnosis, Management, and  
19 Prevention of COPD;
- 20 ➤ GOLD Spirometry Guide; and
- 21 ➤ GOLD Spirometry Quick Guide.

22 20. MCR and Dr. Grouse raised money for GOLD by obtaining sponsors for the  
23 programs and for the initiative. Each year, MCR would prepare a budget for the upcoming  
24 year, specifying the amount of contributions to be raised and allocating the funds to be raised  
25 to specific activities. The Executive Committee members of the GOLD initiative would  
26



1 review and approve the budget. Once the budget was approved, MCR would submit a  
2 sponsorship proposal, which contained the approved budget, to potential sponsors. The  
3 sponsors would donate the funds with the expectation that the funds would be used for the  
4 purpose or purposes described in the Sponsorship Agreement.

5 21. Sponsorship money was raised and funds were used in accordance with the  
6 purposes reviewed with the sponsors.

7 22. No sponsor money was used in creating either the copyrighted material in the  
8 names or the trademarks. Rather, MCR created these materials on its own for the purpose of  
9 promoting the treatment of COPD. In 2008, the Executive Committee, Dr. Grouse and MCR  
10 thought the initiative could be strengthened by creating a designated charity for the purpose of  
11 receiving the funds from the sponsors and managing the initiative. To that end, MCR assisted  
12 and even provided funds for the creation of GICOLD, a nonprofit company that was to apply  
13 for and receive status under the Internal Revenue Code of the United States of America as a  
14 501(c)(3) company. All parties thought that having GICOLD be a tax exempt company  
15 would assist in raising money and obtaining donations to further the good work started in  
16 1992 by MCR and Dr. Grouse.

17 23. After GICOLD was created and incorporated, an agreement was entered into  
18 between MCR and GICOLD. US Health was also formed at that time to implement and  
19 enhance the work of the GOLD initiative. The agreement provides that GICOLD would be  
20 given certain rights to control the content of the guidelines and to use and publish the  
21 materials which were copyrighted by MCR, however MCR would retain the commercial  
22 rights to all materials, including the GOLD materials, the copyrights and trademarks. The  
23 agreement also detailed the fundraising that would be done by MCR and US Health on behalf  
24 of GICOLD and how profits would be split between them. The goal of the agreement was to  
25 document the collaborative effort by which MCR would continue to assist in the global  
26





1 initiative, but that the 501(c)(3) company, GICOLD, would work closely with MCR for the  
2 benefit of the initiative. A copy of the GICOLD agreement is attached as Exhibit F and  
3 incorporated by this reference.

4 24. MCR and US Health continued fundraising activities on behalf of GIA and  
5 GICOLD after the contracts were signed in March 2008. Virtually all of the money for GIA  
6 and GICOLD from March 2008 through the present was raised by Dr. Grouse acting on  
7 behalf of MCR and US Health.

8 25. MCR and US Health persuaded sponsors of the benefits to mankind from  
9 effective dissemination of the guidelines to the world resulting in more effective treatment for  
10 asthma and COPD. All parties understood the funds would be used for the laudatory  
11 nonprofit purposes of GINA and GOLD through the nonprofit companies of GIA and  
12 GICOLD.

13 26. In addition to raising more and more funds, MCR was also using revenues  
14 from its trademark and copyrighted intellectual property to assist in the work of GINA and  
15 GOLD. Effective use of the valuable marks and the ability to effectively sell the copyrighted  
16 material is dependent upon the reputations of GINA and GOLD and health care professionals  
17 around the world appreciating the need and desiring to have those materials.

18 27. Dr. Grouse continued to donate substantial portions of his time to the good  
19 work of GINA and GOLD by attending meetings, working with stakeholders in the process,  
20 acting as a liaison to sponsors and obtaining grants from sponsors, and using his time and  
21 energy to further the initiatives.

#### 22 **DAMAGING AND WRONGFUL CONDUCT**

23 28. The Executive Boards of GIA and of GICOLD hired an Executive Director by  
24 the name of Dr. Claude Lenfant for both GIA and GICOLD.  
25  
26



1           29. Dr. Lenfant proceeded to hire his wife, Dr. Suzanne Hurd, and gave her the  
2 title "Scientific Director" of GIA and of GICOLD. GIA and GICOLD, through their  
3 executive employees, Dr. Lenfant and Dr. Hurd, have breached the contracts with MCR and  
4 have caused significant damage to the initiatives and MCR.

5           30. Drs. Lenfant and Hurd have made false and misleading statements, verbally  
6 and by email, about the services, products, trademarks and copyrighted works of MCR.  
7 Drs. Lenfant and Hurd have also urged leaders in various countries and international  
8 collaborators to not work with MCR.

9           31. Drs. Lenfant and Hurd have urged sponsors to ignore MCR and its products  
10 and services, claiming that MCR should not be involved and is unnecessary to the process and  
11 the good of the initiatives. For example, in some situations Drs. Lenfant and Hurd have  
12 demanded the sponsors provide them with business cards so they can cut MCR out of any  
13 communications and interact directly with the sponsors.

14           32. Drs. Lenfant and Hurd have discouraged groups from collaborating in  
15 commercial uses of GINA and GOLD material and have publicly stated they believe the  
16 products and materials should not be copyrighted or disseminated for a price. They have also  
17 provided copyrighted materials to others and encouraged them to use the copyrighted  
18 materials.

19           33. Drs. Lenfant and Hurd have excluded Dr. Grouse and others who have been  
20 working on the development process from GIA/GICOLD meetings and have interfered with  
21 the development activities.

22           34. Drs. Lenfant and Hurd have even stated that they will exclude representatives  
23 of MCR and US Health from public meetings of GINA and GOLD international leaders.

24           35. Dr. Lenfant has failed to utilize sponsorship funds for the purposes designated  
25 in the budgets approved by GIA and GICOLD which were provided to the sponsors in the  
26



1 grant proposals and under the sponsor agreements. On information and belief, it is believed  
2 that approximately \$700,000 of sponsor funds remained in the GIA and GICOLD bank  
3 accounts after the Winter 2010 meetings and more than \$500,000 following the end of the  
4 current phases of GINA and GOLD at which time all funding of GIA and GICOLD activities  
5 should be completed.

6 36. Each of the sponsors receives a grant proposal, which contains the budget with  
7 the itemized uses for the funds. In addition, typically, the sponsors have agreements which  
8 dictate the manner in which the funds should be used but, furthermore, expressly require  
9 accountability and reporting of the use of the funds. This is important, both for checks and  
10 balances to make sure the funds are properly used, but also for the sponsors so they have  
11 documentation of donations to a 501(c)(3) corporation. In most cases, the sponsor agreement  
12 is between MCR and the sponsor. The sponsor makes the pledge to MCR and then MCR  
13 makes sure the money is paid to either GIA or GICOLD, whichever was intended to receive  
14 the sponsor's educational grant.

15 37. MCR acts as the fund raising source and conduit, and the money is then turned  
16 over in trust to either GIA or GICOLD to be used expressly for the benefit of the initiatives.

17 38. One of the goals of the creation of GIA and GICOLD was to achieve the tax  
18 status of a 501(c)(3) corporation in order to enhance donations and sponsorships. The closely  
19 related goal was financial transparency of the 501(c)(3) corporations so sponsors could be  
20 confident their funds were being used for the appropriate purposes.

21 39. Drs. Lenfant and Hurd have not only failed to provide financial transparency,  
22 but have failed to fulfill the basic terms of the agreement with MCR and the agreements that  
23 MCR obtained on behalf of GIA and GICOLD with various sponsors. The refusal of  
24 Drs. Lenfant and Hurd to comply with basic obligations has damaged MCR and US Health's  
25 reputations, goodwill, and finances.  
26



42. Dr. Lenfant has also failed to keep the corporate charters in good standing. Both GIA and GICOLD are listed as “not in good standing” in Maryland and required state fees have not been paid for 3 years. Moreover, there are serious concerns as to the 501(c)(3) status of each corporation based upon the activities of Drs. Lenfant and Hurd.

### FIRST CAUSE OF ACTION

44. Plaintiffs reallege the above paragraphs and incorporate them by reference.

46. This has caused extensive damages to MCR in an amount to be proven at trial. The damages include the damage to the value of the marks, the lost profits in the past and anticipated in the future from the devaluation of the marks, and actual out-of-pocket costs

1 associated with MCR trying to mitigate damages by combating the activities of GIA and  
2 GICOLD.

3  
4 **SECOND CAUSE OF ACTION**

5 **BREACH OF FIDUCIARY DUTY**

6 47. Plaintiffs reallege the above paragraphs and incorporate them by reference.

7 48. GIA and GICOLD have each breached their fiduciary duty with plaintiffs, with  
8 the sponsors, and with the public at large.

9 49. By failing to use funds for the benefit of the public and in accordance with the  
10 grants from the sponsors, GIA and GICOLD have damaged the public, and MCR and US  
11 Health. The damages also include the negative impact upon plaintiffs from the failure of GIA  
12 and GICOLD to perform, including but not limited to their damaging conduct, the failure to  
13 abide by the contracts with the sponsors and resulting negative impact upon MCR, the failure  
14 to appropriately use funds in the manner which resulted in MCR being placed in a bad light,  
15 which impacted its goodwill and profits.

16 50. GIA and GICOLD should be required to account for the use of their funds for  
17 the past one year's (July 1, 2009 to June 30, 2010) activities and document all GIA and  
18 GICOLD funds remaining. MCR has terminated the GIA and GICOLD agreements, and all  
19 funds that remain should be returned to MCR so that they can be used in accordance with the  
20 stated purposes. Although plaintiffs have both been damaged, plaintiffs do not seek any  
21 monetary recovery for this at this time; only that the funds are used for the public welfare and  
22 in accord with the pledges made to the donors as they were originally intended.

23 **THIRD CAUSE OF ACTION**

24 **CONSTRUCTIVE TRUST**

25 51. Plaintiffs reallege the above paragraphs and incorporate them by reference.  
26



1           52.     MCR and US Health raised money through hard work with sponsors, which  
2 was pledged by sponsors for the benefit of the GINA and GOLD initiatives.

3           53.     Instead of using it for the GINA and GOLD initiatives, money was improperly  
4 spent on exorbitant salaries of the executive director of GIA and GICOLD and his wife and  
5 for other improper purposes.

6           54.     Some of the money was not spent as promised, but instead kept in an account,  
7 contrary to the purposes that it was pledged for. The Court should impose a constructive trust  
8 upon those funds to make sure the funds are, in fact, used for the purposes pledged, that is for  
9 the benefit of the GINA and GOLD initiatives.

#### 10                               **FOURTH CAUSE OF ACTION**

#### 11                               **ACCOUNTING**

12           55.     Plaintiffs reallege the above paragraphs and incorporate them by reference.

13           56.     The contracts between MCR and GIA and between MCR and GICOLD require  
14 certain budgets to be prepared and certain actions to be taken by each party.

15           57.     MCR has evidence that funds raised for the benefit of GIA and funds raised for  
16 the benefit of GICOLD have not been spent in accordance with their stated purpose. MCR is  
17 entitled to an accounting to validate that the funds were used appropriately and that MCR  
18 obtained the appropriate benefits of its contractual relations.

19           58.     MCR also has evidence that unusually large amounts have been used for  
20 deposits for supposed future meetings, but the deposits are cancellable. Thus, the deposits  
21 create the illusion of funds being spent for legitimate purposes but the deposit can be  
22 cancelled and returned virtually at any time. Defendants should be required to account for all  
23 such deposits.

24           59.     Defendants should also be required to account for and establish that no funds  
25 will be used in any way that is associated with MCR's copyrighted material or trademarks.  
26



**FIFTH CAUSE OF ACTION**

**INJUNCTIVE RELIEF**

60. Plaintiffs reallege the above paragraphs and incorporate them by reference.

61. Plaintiffs are entitled to injunctive relief prohibiting GIA and GICOLD from spending any remaining funds in a manner contrary to the sponsorship agreements, which MCR obtained.

62. Plaintiffs are further entitled to injunctive relief precluding GIA and GICOLD from using any of MCR's intellectual property, including but not limited to copyrights and trademarks and further that GIA and GICOLD be required to notify all persons or entities that have been or intend to use the trademarked or copyrighted materials that permission to do so must be obtained from the holder of the legal copyrights/trademarks: MCR.

63. Plaintiffs are also entitled to injunctive relief prohibiting GIA and GICOLD and their agents, employees, officers and directors from using and/or taking any further action to damage and/or devalue MCR's intellectual property.

**SIXTH CAUSE OF ACTION**

**COPYRIGHT INFRINGEMENT**

64. Plaintiffs reallege the above paragraphs and incorporate them by reference.

65. Pursuant to 17 U.S.C. § 501, a copyright owner is entitled to institute an infringement action against anyone who violates the exclusive rights of the copyright owner.

66. MCR is the developer and owner of the copyrights referenced above.

67. GIA and GICOLD have knowingly encouraged others to use the copyrighted materials although GIA and GICOLD have no legal basis for doing so and in fact it expressly breaches the contract with MCR and the federally protected copyright rights of MCR.

68. GIA and GICOLD's unauthorized reproduction and distribution of copyrighted material is an unlawful infringement on MCR's copyrighted materials and rights.



69. As a proximate result of GIA and GICOLD's unauthorized reproduction and distribution of copyrighted materials, MCR has been damaged in an amount to be proven at trial.

70. Pursuant to 17 U.S.C. §§ 502-03, the Court may issue an injunction to prevent or restrain further infringement of a copyright, order the impoundment of all copies made in violation of a copyright owner's exclusive rights as well as the articles by which the copies are made while the action is pending, and, as part of the final judgment, order the destruction or reasonable disposition of all copies made in violation of a copyright owner's exclusive rights. As part of the final judgment, the Court may also order the destruction of all articles by which the copies are produced.

#### PRAYER FOR RELIEF

WHEREFORE, plaintiffs pray for relief as follows:

1. Injunctive relief as set forth above against GIA;
2. Injunctive relief as set forth above against GICOLD;
3. For relief to be proven at trial for constructive trust and breach of fiduciary duty claims against GIA;
4. For relief to be proven at trial for constructive trust and breach of fiduciary trust claims against GICOLD;
5. For damages in an amount to be proven at trial for the trademark infringement and copyright claims against GIA;
6. For damages in an amount to be proven at trial for the trademark infringement and copyright claims against GICOLD;
7. For an accounting for all funds received, used and spent in any way or retained as to GIA, Inc.;





1 8. For an accounting for all funds received, used and spent in any way or retained  
2 as to GICOLD;

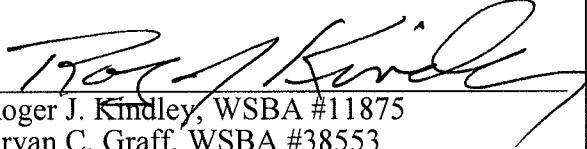
3 9. For costs and attorneys' fees as allowed by law; and

4 10. For such other and further relief as the Court deems just and equitable.

5 DATED this 3rd day of August, 2010.

6 RYAN, SWANSON & CLEVELAND, PLLC

7  
8 By

  
Roger J. Kindley, WSBA #11875

Bryan C. Graff, WSBA #38553

Attorneys for Plaintiffs

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**EXHIBIT A**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,174,375

**United States Patent and Trademark Office**

Registered July 21, 1998

**SERVICE MARK  
PRINCIPAL REGISTER**



MEDICAL COMMUNICATIONS RESOURCES,  
INC. (MARYLAND CORPORATION)  
8316 86TH AVENUE NW  
GIG HARBOR, WA 98332

FOR: PROMOTING PUBLIC AND PROFESSIONAL AWARENESS BY PROVIDING INFORMATION ON ASTHMA RELATED ISSUES; DISSEMINATION OF INFORMATIONAL MAILINGS ON ASTHMA AND RELATED ISSUES; PROMOTING PUBLIC AND PROFESSIONAL AWARENESS OF THE NEED TO UNDERSTAND THE ILL EFFECTS OF ASTHMA THROUGH THE DISSEMINATION OF LITERATURE THROUGH THE MAILS AND OTHER MEANS; PREPARATION AND DISSEMINA-

TION OF SCIENTIFIC REPORTS ON ASTHMA MANAGEMENT AND PREVENTION; PROMOTING INTERNATIONAL COLLABORATION ON ASTHMA RESEARCH THROUGH THE DISSEMINATION OF BOOKLETS AND OTHER LITERATURE, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 2-23-1996; IN COMMERCE 2-23-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ASTHMA", APART FROM THE MARK AS SHOWN.

SER. NO. 75-199,399, FILED 11-18-1996.

RAUL CORDOVA, EXAMINING ATTORNEY

**Int. Cl.: 41**

**Prior U.S. Cls.: 100, 101 and 107**

**Reg. No. 2,187,156**

**United States Patent and Trademark Office**

**Registered Sep. 8, 1998**

**SERVICE MARK  
PRINCIPAL REGISTER**

**GLOBAL INITIATIVE FOR ASTHMA**

MEDICAL COMMUNICATIONS RESOURCES,  
INC. (MARYLAND CORPORATION)  
8316 86TH AVENUE NW  
GIG HARBOR, WA 98332

FOR: PROMOTING PUBLIC AND PROFESSIONAL AWARENESS BY PROVIDING INFORMATION ON ASTHMA RELATED ISSUES; DISSEMINATION OF INFORMATIONAL MAILINGS ON ASTHMA AND RELATED ISSUES; PROMOTING PUBLIC AND PROFESSIONAL AWARENESS OF THE NEED TO UNDERSTAND THE ILL EFFECTS OF ASTHMA THROUGH THE DISSEMINATION OF LITERATURE THROUGH THE MAILS AND OTHER MEANS; PREPARATION AND DISSEMINA-

TION OF SCIENTIFIC REPORTS ON ASTHMA MANAGEMENT AND PREVENTION; PROMOTING INTERNATIONAL COLLABORATION ON ASTHMA RESEARCH THROUGH THE DISSEMINATION OF BOOKLETS AND OTHER LITERATURE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 2-25-1995; IN COMMERCE 2-25-1995.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ASTHMA", APART FROM THE MARK AS SHOWN.

SER. NO. 75-199,398, FILED 11-18-1996.

RAUL CORDOVA, EXAMINING ATTORNEY

**Int. Cls.: 41 and 42**

**Prior U.S. Cls.: 100, 101, and 107**

**United States Patent and Trademark Office**

**Reg. No. 2,564,339**

**Registered Apr. 23, 2002**

**SERVICE MARK  
PRINCIPAL REGISTER**



MEDICAL COMMUNICATIONS RESOURCES,  
INC. (MARYLAND CORPORATION)  
8316 86TH AVENUE N.W.  
GIG HARBOR, WA 98332

FOR: EDUCATIONAL SERVICES, NAMELY, CONDUCTING CONVENTIONS FOR THE PURPOSE OF RAISING AWARENESS OF ASTHMA AS A GLOBAL HEALTHCARE PROBLEM; ARRANGING AND CONDUCTING VIRTUAL EDUCATIONAL CONVENTIONS ON A GLOBAL COMPUTER NETWORK FOR HEALTH CARE PROFESSIONALS, PUBLIC AUTHORITIES, PROFESSIONAL AND PATIENT ORGANIZATIONS, AND THE PUBLIC TO EXCHANGE INFORMATION AND DISCUSS ASTHMA RELATED ISSUES; DISSEMINATING EDUCATIONAL LITERATURE IN THE FIELD OF SCIENTIFIC ADVANCES IN THE FIELD OF ASTHMA, ASTHMA MANAGEMENT PROGRAMS, AND OTHER HEALTH CARE RELATED ISSUES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 12-11-1998; IN COMMERCE 12-11-1998.

FOR: PROVIDING HEALTH CARE INFORMATION, NAMELY INFORMATION ABOUT SCIENTI-

FIC ADVANCES IN THE FIELD OF ASTHMA AND OTHER HEALTH CARE RELATED ISSUES; PROVIDING INFORMATION ABOUT ASTHMA MANAGEMENT; AND PROVIDING HEALTH CARE INFORMATION VIA WEB SITES AVAILABLE ON A GLOBAL COMMUNICATIONS NETWORK IN THE FIELD OF ASTHMA AND OTHER HEALTH CARE RELATED ISSUES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 11-26-2001; IN COMMERCE 11-26-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ASTHMA", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A GROUP OF MEN AND WOMEN HOLDING A GLOBE WITH A SET OF LUNGS ON IT INSTEAD OF THE CONTINENTS.

SN 75-922,128, FILED 2-17-2000.

SUSAN HAYASH, EXAMINING ATTORNEY

**EXHIBIT B**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
**TX 7-097-442**

Effective date of  
registration:

August 16, 2009

## Title

**Title of Work:** Global Initiative for Asthma, Global Strategy for Asthma Management and Prevention (Updated 2008)

**Previous or Alternative Title:** 2008 GINA Workshop Report

## Completion/ Publication

**Year of Completion:** 2008

**Date of 1st Publication:** December 17, 2008

**Nation of 1st Publication:** United States

## Author

**Author:** Medical Communications Resources, Inc., dba G.O.L.D.

**Author Created:** text

**Work made for hire:** Yes

**Citizen of:** United States

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Medical Communications Resources, Inc., dba G.O.L.D.  
8316 86th Avenue N.W., Gig Harbor, WA

## Limitation of copyright claim

**Material excluded from this claim:** photographs

**Previous registration and year:** TXu001329262 2006

**New material included in claim:** text

## Certification

**Name:** Catherine R. Keenan

**Date:** August 6, 2009



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**Form TX**  
For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

REC  
TXu 1-329-262  
EFFECTIVE DATE OF REGISTRATION  
11/20/06  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**TITLE OF THIS WORK**

2006 Global Initiative for Asthma, Global Strategy for Asthma Management and Prevention

**PREVIOUS OR ALTERNATIVE TITLES**

2006 G.I.N.A. Workshop Report

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

2

**NAME OF AUTHOR**

a Medical Communications Resources, Inc. d.b.a. G.O.L.D.

**DATES OF BIRTH AND DEATH**  
Year Born Year Died

Was this contribution to the work a "work made for hire"?  
☒ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**

OR Citizen of United States  
Domiciled in:

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. Entire Text

**NAME OF AUTHOR**

**DATES OF BIRTH AND DEATH**  
Year Born Year Died

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**

OR Citizen of  
Domiciled in:

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed.

**NAME OF AUTHOR**

**DATES OF BIRTH AND DEATH**  
Year Born Year Died

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**

OR Citizen of  
Domiciled in:

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed.

**YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED**

2006 Year

**DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**

Month Day Year

**COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2.

Medical Communications Resources, Inc., d.b.a. G.O.L.D.  
8316 86th Avenue N.W.  
Gig Harbor, WA 98332

**TRANSFER** If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED  
NOV 20 2006  
ONE DEPOSIT RECEIVED  
NOV 20 2006  
TWO DEPOSITS RECEIVED

FUNDS RECEIVED

**MORE ON BACK** Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions.

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

4

See instructions before completing this space.



EXAMINED BY *RM*

FORM TX

CHECKED BY

☐ CORRESPONDENCE  
☐ Yes
FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)
a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▶

Year of Registration ▶

## DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

a

6

See instructions  
before completing  
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▼ Account Number ▼

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Catherine R. Keenan, Kirkpatrick & Lockhart Nicholson Graham LLP  
 599 Lexington Avenue  
 New York, New York 10022

b

Area code and daytime telephone number ▶ 212-536-4868

Fax number ▶ 212-536-3901

Email ▶ ckeenan@kling.com

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one

- ☐ author  
☐ other copyright claimant  
☐ owner of exclusive right(s)  
☒ authorized agent of Medical Communications Resources, Inc.

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Catherine R. Keenan

Date ▶ 11/17/2006

Handwritten signature (X) ▼

X *Catherine R. Keenan*Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼  
 Catherine R. Keenan, Kirkpatrick & Lockhart Nicholson Graham LLP  
 Number/Street/Apt ▼  
 599 Lexington Avenue  
 City/State/ZIP ▼  
 New York, New York 10022

• Complete all necessary options  
 • Sign your application in space 8

1. Application form  
 2. Nonrefundable filing fee in check or money  
 order payable to Register of Copyrights  
 3. Deposit material  
 Library of Congress  
 Copyright Office  
 101 Independence Avenue SE  
 Washington, DC 20558-6222

9

## **EXHIBIT C**

Eric Bateman, MD, GINA Chair  
Paul O'Byrne, MD, GINA Executive Committee

Dear Colleagues,

Medical Communications Resources, Inc. (MCR), a Maryland Corporation, wishes to propose an agreement with the Global Initiative for Asthma (GINA), whose leadership has now applied to the US Internal Revenue Service for 501 C)3 status.

GINA freely enters into this agreement as an independent organization and according to its by-laws.

MCR, Inc. developed and holds the copyrights and trademarks for the names, logos, websites, eNewsletters, and other materials of GINA, including World Asthma Day. This agreement between MCR and GINA establishes certain rights for GINA to these copyrights and trademarks while documenting MCR's continuing rights.

Concerning the specific terms of agreement between GINA and MCR, Inc:

- 1) MCR agrees that GINA, acting under its by-laws as a 501 C)3 corporation, has control of the content of its guidelines, has the right to use and control the use of its logo, the ability to publish its materials for non-profit educational and academic use and also to assign the rights to use and publish its materials to all its GINA Assembly members for non-profit educational and academic use. GINA has the right to control the content of communications relating to World Asthma Day and the GINA Web site.
- 2) MCR retains the commercial rights to the GINA materials, copyrights, and trademarks in business transactions with for-profit companies such as pharmaceutical and communications companies. These uses of the GINA materials will faithfully maintain the medical content of the materials developed as outlined herein. Documents and materials of the Initiatives that are developed and approved by the Initiatives can be used by MCR for commercial dissemination purposes. Any new commercial use of Initiative materials that MCR wishes to pursue must be first presented to GINA and must be approved by the Executive Committee.
- 3). MCR will maintain a staff to serve the communications and publications activities of GINA(including publications, Web site, and eNewsletter management) at no cost to GINA. The profits from the use of the GINA materials for commercial uses as identified in item #2 will support this GINA infrastructure and the remainder would be shared equally by GINA and MCR. This agreement covers communications and publications activities that are currently performed by GINA, and yearly costs would not exceed the \$23,634 that these activities cost in 2007. A complete accounting of all revenue and expenses and resulting profits from the use of the GINA materials as described in item #2 would be provided by MCR, and budgets for the GINA infrastructure agreed to by GINA and MCR.

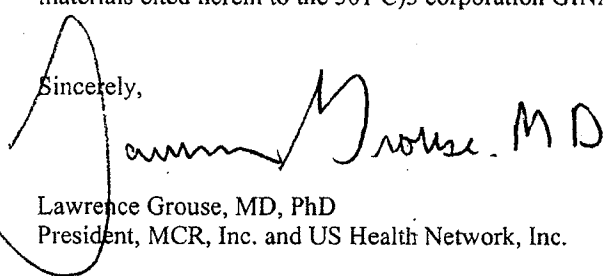
4) MCR will report twice a year both to the GINA liaison committee concerning the projects that it completes using GINA materials and will provide a fiscal accounting of the projects as well as a statement of the finances of US Health Network, Inc. is the company that will perform the work described in items #2 and #2. US Health Network, like MCR, is owned by Dr. Grouse and obligations entered into by MCR are binding on US Health Network. US Health Network costs will be managed carefully and cost-effectively under this agreement. The profit from GINA materials will be figured as the percent of the net profit of US Health Network reflecting the percent of the total revenue of US Health Network that resulted from the commercialization of GINA materials. If a loss were to result from this commercialization effort, MCR would bear the full amount of the loss. Profits would be split evenly between MCR and GINA for profits resulting from revenue obtain from GINA materials. Profit sharing would occur yearly at the end of the company fiscal year.

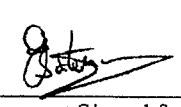
5) MCR agrees to undertake the GINA fundraising on the same arrangement that MCR currently has, namely for a 12.5% commission on total revenues secured for GINA. Any documentation developed to support new funding initiatives will be reviewed and approved by GINA. GINA will be responsible for managing all GINA funds and carrying on the GINA initiative.

6) This agreement will commence when executed by GINA and MCR.

7) 5 years following the adoption of this agreement, during which time the agreement has been honored by GINA, MCR will transfer all its rights and ownership to the GINA initiative and its name, logo, and materials cited herein to the 501 C)3 corporation GINA Inc.

Sincerely,

  
Lawrence Grouse, MD, PhD  
President, MCR, Inc. and US Health Network, Inc.

  
Agreement Signed for GINA Date  
E.D. BATEMAN

27/03/2008

Agreement Signed for GINA Date

**EXHIBIT D**

Int. Cl.: 41

Prior U.S. Cls.: 100, 101, and 107

**United States Patent and Trademark Office**

**Reg. No. 2,711,824**

Registered Apr. 29, 2003

**SERVICE MARK  
PRINCIPAL REGISTER**



MEDICAL COMMUNICATION RESOURCES,  
INC. (MARYLAND CORPORATION)  
8316 86TH AVENUE N.W.  
GIG HARBOR, WA 98332

FOR: EDUCATIONAL SERVICES, NAMELY CONDUCTING SEMINARS, CONFERENCES, WORKSHOPS AND CLASSES IN THE FIELD OF CHRONIC OBSTRUCTIVE LUNG DISEASE AND HEALTH CARE; EDUCATIONAL SERVICES, NAMELY CONDUCTING SEMINARS, CONFERENCES, WORKSHOPS AND CLASSES IN THE FIELD OF PREVENTION, TREATMENT, THERAPY AND MANAGEMENT OF CHRONIC OBSTRUCTIVE LUNG DISEASE AND DISTRIBUTING EDUCATIONAL MATERIALS IN CONNECTION THEREWITH; EDUCATIONAL SERVICES, NAMELY CONFERENCES AND SEMINARS PROMOTING INTERNATIONAL COLLABORATION ON OBSTRUCTIVE LUNG DISEASE RESEARCH AND DISTRIBUTING EDUCATIONAL MATERIALS, NAMELY, PRINTED MATERIALS, COMPACT DISCS, PAMPHLETS, FACT SHEETS AND BOOKLETS IN CONNECTION THEREWITH; PUBLICATION OF PATIENT INFORMATION AND PATIENT

CARE INFORMATION BOOKLETS, PAMPHLETS, FACT SHEETS, AND COMPACT DISCS FOR PRIMARY HEALTH CARE PROFESSIONALS ON CHRONIC OBSTRUCTIVE LUNG DISEASE AND RELATED ISSUES; EDUCATIONAL SERVICES, NAMELY, SEMINARS, CONFERENCES, WORKSHOPS AND CLASSES FOR INSTRUCTING HEALTH CARE PROFESSIONALS ABOUT THE RELEVANCE OF THE DISEASE AND INFORMING THE PUBLIC ABOUT THE RISKS, TREATMENTS, MANAGEMENT AND PREVENTION OF CHRONIC OBSTRUCTIVE LUNG DISEASE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 4-1-2001; IN COMMERCE 4-1-2001.

OWNER OF U.S. REG. NO. 2,174,375.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CHRONIC OBSTRUCTIVE LUNG DISEASE", APART FROM THE MARK AS SHOWN.

SN 76-143,942, FILED 10-6-2000.

DAVID ELTON, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,616,813

United States Patent and Trademark Office

Registered Sep. 10, 2002

SERVICE MARK  
PRINCIPAL REGISTER



MEDICAL COMMUNICATION RESOURCES,  
INC. (MARYLAND CORPORATION)  
8316 86TH AVENUE N.W.  
GIG HARBOR, WA 98332

FOR: COMPUTER SERVICES, NAMELY, PROVIDING INFORMATION VIA WEB SITES AVAILABLE ON A GLOBAL COMMUNICATIONS NETWORK IN THE FIELD OF CHRONIC OBSTRUCTIVE LUNG DISEASE AND HEALTH CARE; PROVIDING MEDICAL INFORMATION VIA WEB SITES ON GLOBAL COMPUTER NETWORKS, PROVIDING HEALTH CARE PROFESSIONALS AND PUBLIC HEALTH OFFICIALS WITH ON-LINE SCIENTIFIC REPORTS, MEDICAL JOURNALS AND TECHNICAL WRITINGS OF OTHERS ON MANAGEMENT, TREATMENT, THERAPY AND PREVENTION OF CHRONIC OBSTRUCTIVE LUNG DISEASE, INFORMATION REGARDING THE INTERNATIONAL COLLABORATION ON CHRONIC OBSTRUCTIVE LUNG DISEASE RESEARCH, INFORMATION FROM CHRONIC OBSTRUCTIVE LUNG DISEASE WORKSHOP REPORTS, INFORMATION INSTRUCTING HEALTH CARE PROFES-

SIONALS ABOUT THE RELEVANCE OF CHRONIC OBSTRUCTIVE LUNG DISEASE MANAGEMENT, AND INFORMATION TO THE PUBLIC ABOUT THE RISKS AND TREATMENTS FOR CHRONIC OBSTRUCTIVE LUNG DISEASE; COMPUTER SERVICES, NAMELY PROVIDING ON-LINE MEDICAL INFORMATION IN THE FIELD OF CHRONIC OBSTRUCTIVE LUNG DISEASE AND HEALTH CARE FOR PRIMARY HEALTH CARE PROFESSIONALS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 8-31-2000; IN COMMERCE 8-31-2000.

OWNER OF U.S. REG. NO. 2,174,375.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CHRONIC OBSTRUCTIVE LUNG DISEASE", APART FROM THE MARK AS SHOWN.

SER. NO. 76-143,941, FILED 10-6-2000.

DAVID ELTON, EXAMINING ATTORNEY

Int. Cls.: 41 and 44

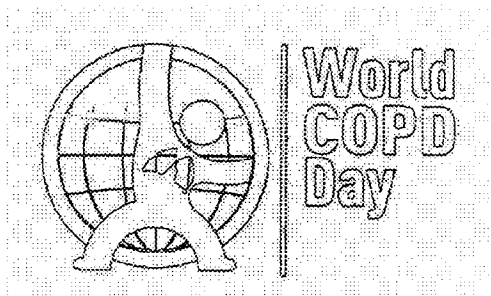
Prior U.S. Cls.: 100, 101, and 107

Reg. No. 2,882,518

United States Patent and Trademark Office

Registered Sep. 7, 2004

**SERVICE MARK  
PRINCIPAL REGISTER**



MEDICAL COMMUNICATIONS RESOURCES,  
INC. (MARYLAND CORPORATION)

8316 86TH AVENUE N.W.

GIG HARBOR, WA 98332

FOR: EDUCATIONAL SERVICES, NAMELY CONDUCTING SEMINARS, CONFERENCES, AND WORKSHOPS IN THE FIELD OF CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND HEALTH CARE, PREVENTION, TREATMENT, THERAPY AND MANAGEMENT OF CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND DISTRIBUTING EDUCATIONAL MATERIALS IN CONNECTION THEREWITH; PUBLICATION OF PATIENT CARE INFORMATION AND PATIENT CARE INFORMATION BOOKLETS, PAMPHLETS, FACT SHEETS, AND COMPACT DISCS FOR PRIMARY HEALTH CARE PROFESSIONALS ON CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND RELATED HEALTH CARE ISSUES; INSTRUCTING HEALTH CARE PROFESSIONALS ABOUT THE RELEVANCE OF THE DISEASE AND INFORMING THE PUBLIC ABOUT THE RISKS, TREATMENTS, MANAGEMENT AND PREVENTION OF CHRONIC OBSTRUCTIVE PULMONARY DISEASE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 11-20-2002; IN COMMERCE 11-20-2002.

FOR: COMPUTER SERVICES, NAMELY, PROVIDING INFORMATION VIA WEB SITES IN THE FIELD OF CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND HEALTH CARE; PROVIDING INFORMATION REGARDING THE INTERNATIONAL COLLABORATION ON CHRONIC OBSTRUCTIVE PULMONARY DISEASE; PROVIDING LINKS TO WEB SITES OF OTHERS RELATING TO CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND HEALTH CARE; PROVIDING HEALTH CARE PROFESSIONALS AND PUBLIC HEALTH OFFICIALS WITH ON-LINE MEDICAL INFORMATION RELATING TO CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND HEALTH CARE, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 11-20-2002; IN COMMERCE 11-20-2002.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COPD", APART FROM THE MARK AS SHOWN.

THE LINING SHOWN IN THE DRAWING IS A FEATURE OF THE MARK AND IS NOT INTENDED TO INDICATE COLOR.

SN 76-449,105, FILED 9-13-2002.

TANYA AMOS, EXAMINING ATTORNEY



**EXHIBIT E**



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**Form TX**  
 For a Non-dramatic Literary Work  
 UNITED STATES COPYRIGHT OFFICE

TX 6-349-281



EFFECTIVE DATE OF REGISTRATION

6 Month 28 Day 06 Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1 TITLE OF THIS WORK ▼**

Updated 2003 Global Initiative for Chronic Obstructive Lung Disease, Global Strategy for the Diagnosis, Management, and Preparation of Chronic Obstructive Pulmonary Disease

**PREVIOUS OR ALTERNATE TITLES ▼**

Updated 2003 G.O.L.D. Workshop Report

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2 a NAME OF AUTHOR ▼**

Medical Communications Resources, Inc. d.b.a. G.O.L.D.

Was this contribution to the work a "work made for hire?"  
☒ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**  
 Name of Country  
 OR Citizen of ► United States  
 Domiciled in ►

**DATES OF BIRTH AND DEATH**  
 Year Born ▼ Year Died ▼

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**  
 Anonymous? ☐ Yes ☒ No  
 Pseudonymous? ☐ Yes ☒ No  
 If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Entire text Briefly describe nature of material created by this author in which copyright is claimed. ▼

**NAME OF AUTHOR ▼**

Was this contribution to the work a "work made for hire?"  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**  
 Name of Country  
 OR Citizen of ►  
 Domiciled in ►

**DATES OF BIRTH AND DEATH**  
 Year Born ▼ Year Died ▼

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**  
 Anonymous? ☐ Yes ☐ No  
 Pseudonymous? ☐ Yes ☐ No  
 If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**NAME OF AUTHOR ▼**

Was this contribution to the work a "work made for hire?"  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**  
 Name of Country  
 OR Citizen of ►  
 Domiciled in ►

**DATES OF BIRTH AND DEATH**  
 Year Born ▼ Year Died ▼

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**  
 Anonymous? ☐ Yes ☐ No  
 Pseudonymous? ☐ Yes ☐ No  
 If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED**

2003 Year

**b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**

Complete this information ONLY if this work has been published. Month ► July Day ► 14 Year ► 2003  
 U.S.A. Nation

**4 COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Medical Communications Resources, Inc.  
 8316 86th Avenue N.W.  
 Gig Harbor, WA 98332

**TRANSFER** If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
 JUN 28 2006  
 ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED  
 JUN 28 2006  
 FUNDS RECEIVED

**MORE ON BACK ►** • Complete all applicable spaces (numbers 5-8) on the reverse side of this page.  
 • See detailed instructions. • Sign the form at line 8

DO NOT WRITE HERE  
 Page 1 of \_\_\_\_\_ pages

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

EXAMINED BY AC

FORM TX

CHECKED BY

☐ CORRESPONDENCE

Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▶ TX 6-340-857

Year of Registration ▶ 2006

## DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

2001 G.O.L.D. Workshop Report, published in May 2001

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

Updated research, revised text, and addition of material, including without limitation, identification of new issues and addition of specific recommendations

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Catherine R. Keenan, Kirkpatrick & Lockhart Nicholson Graham LLP  
599 Lexington Avenue  
New York, New York 10022

Area code and daytime telephone number ▶ 212-536-4868

Fax number ▶ 212-536-3901

Email ▶ ckeen@king.com

CERTIFICATION\* I, the undersigned, hereby certify that I am the

Check only one ▶

- ☐ author  
☐ other copyright claimant  
☐ owner of exclusive right(s)  
☒ authorized agent of Medical Communications Resources, Inc.

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) A

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Catherine R. Keenan

Date ▶ 6/26/2006

Handwritten signature (X) ▼

X

Certificate will be mailed in window envelope to this address:

Name ▼

Catherine R. Keenan

Number/Street/Apt ▼

Kirkpatrick &amp; Lockhart Nicholson Graham, 599 Lexington Avenue

City/State/ZIP ▼

New York, New York 10022

- Complete all necessary spaces
- Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

Library of Congress  
Copyright Office - TX  
101 Independence Avenue, S.E.  
Washington, D.C. 20540-6222Fees are subject to change. For current fees, visit the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), or call (202) 707-9000.

\*17 U.S.C. § 506(e). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**Form TX**  
For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

REG#: **TXu 1-328-294**

EFFECTIVE DATE OF REGISTRATION

11/20/06  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**TITLE OF THIS WORK ▼**

2006 Global Initiative for Chronic Obstructive Lung Disease, Global Strategy for the Diagnosis, Management, and Prevention of Chronic Obstructive Pulmonary Disease

**PREVIOUS OR ALTERNATIVE TITLES ▼**

2006 G.O.L.D. Workshop Report

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**NAME OF AUTHOR ▼**

a Medical Communications Resources, Inc. d.b.a. G.O.L.D.

**DATES OF BIRTH AND DEATH**  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire?"

☒ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**

OR { Citizen of ► United States  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire Text

**NAME OF AUTHOR ▼**

**DATES OF BIRTH AND DEATH**  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire?"

☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**

OR { Citizen of ►  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**NAME OF AUTHOR ▼**

**DATES OF BIRTH AND DEATH**  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire?"

☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**

OR { Citizen of ►  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED**

2006

This information must be given ONLY if this work has been published.

**DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**

Month ► Day ► Year ►

Nation

**COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Medical Communications Resources, Inc.  
8316 86th Avenue N.W.  
Gig Harbor, WA 98332

**TRANSFER** If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
NOV 20 2006  
ONE DEPOSIT RECEIVED  
NOV 20 2006  
TWO DEPOSITS RECEIVED

FUNDS RECEIVED

**MORE ON BACK ►** • Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 1 pages

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

See instructions before completing this space.

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:  
**TX 6-974-045**

Effective date of  
registration:  
February 8, 2008

## Title

**Title of Work:** Global Initiative for Chronic Obstructive Lung Disease, Global Strategy for the Diagnosis, Management and Prevention of Chronic Obstructive Pulmonary Disease (Updated 2007)

**Previous or Alternative Title:** 2007 G.O.L.D. Workshop Report

## Completion/ Publication

**Year of Completion:** 2007

**Date of 1st Publication:** December 27, 2007

## Author

■ **Author:** Medical Communications Resources, Inc. d.b.a. G.O.L.D.

**Author Created:** Entire Text

**Work made for hire:** Yes

**Citizen of:** United States

**Anonymous:** No

**Pseudonymous:** No

## Copyright claimant

**Copyright Claimant:** Medical Communications Resources, Inc.

8316 86th Avenue, N.W., Gig Harbor, WA, 98332

## Limitation of copyright claim

**Material excluded from this claim:** 2006 G.O.L.D. Workshop Report, Copyright Registration No. TXu 1-328-294

**Previously registered:** Yes

**Basis of current registration:** This is a changed version of the work.

**New material included in claim:** Additional new material and updated research

## Certification

**Registration #:** TX0006974045

**Service Request #:** 1-48505806

K&L Gates  
Catherine R. Keenan  
599 Lexington Avenue  
New York, NY 10022

**EXHIBIT F**

Roberto Rodriguez Roisin, MD, GOLD Chair  
Klaus Rabe, MD, GOLD Co-Chair

2-20-08

Dear Colleagues,

Medical Communications Resources, Inc. (MCR), a Maryland Corporation, wishes to propose an agreement with the Global Initiative for Chronic Obstructive Lung Diseases (GOLD), a 501 C) 3 Maryland Corporation.

GOLD freely enters into this agreement as an independent organization and according to its by-laws.

MCR, Inc. developed and holds the copyrights and trademarks for the names, logos, websites, eNewsletters, and other materials of GOLD, including World COPD Day. This agreement between MCR and GOLD establishes certain rights for GOLD to these copyrights and trademarks while documenting MCR's continuing rights.

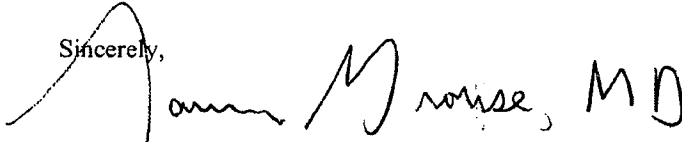
Concerning the specific terms of agreement between GOLD and MCR:


- 1) MCR agrees that GOLD acting under its by-laws as a 501 C)3 corporation, has control of the content of its guidelines, has the right to use and control the use of its logo, the ability to publish its materials for non-profit educational and academic use and also to assign the rights to use and publish its materials to all GOLD National Leader members for non-profit educational and academic use. GOLD has the right to control the content of communications relating to World COPD Day and the GOLD Web site.
- 2) MCR retains the commercial rights to the GOLD materials, copyrights, and trademarks in business transactions with for-profit companies such as pharmaceutical and communications companies. These uses of the GOLD materials will faithfully maintain the medical content of the materials developed as outlined herein. Documents and materials of the Initiatives that are developed and approved by GOLD can be used by MCR for commercial dissemination purposes. Any new commercial use of Initiative materials that MCR wishes to pursue must be first presented to the GOLD and must be approved by the Executive Committee.
- 3). MCR will maintain a staff to serve the communications and publications activities of GOLD (including publications, Web site, and eNewsletter management) at no cost to GOLD. The profits from the use of the GOLD materials for commercial uses as identified in item #2 will support this GOLD infrastructure and the remainder would be shared equally by GOLD and MCR, Inc. This agreement covers communications and publications activities that are currently performed by GOLD, and yearly costs would not exceed the \$23,525 that these activities cost in 2007. A complete accounting of all revenue and expenses and resulting profits from the use of the GOLD materials as described in item #2 would be provided by MCR, and budgets for the GOLD infrastructure agreed to by GOLD and MCR.



- 4) MCR will report twice a year to the GOLD liaison committee concerning the projects that it completes using GOLD materials and will provide a fiscal accounting of the projects as well as a statement of the finances of US Health Network, Inc., the company that will perform the work described in items #2 and #3. US Health Network, like MCR, is owned by Dr. Grouse and obligations entered into by MCR are binding on US Health Network. US Health Network costs will be managed carefully and cost-effectively under this agreement. The profit from GOLD materials will be figured as the percent of the net profit of US Health Network reflecting the percent of the total revenue of US Health Network that resulted from the commercialization of GOLD materials. If a loss were to result from this commercialization effort, MCR would bear the full amount of the loss. Profits would be split evenly between MCR and GOLD, for profits resulting from revenue obtained from GOLD materials. Profit sharing would occur yearly at the end of the company fiscal year.
- 5) MCR agrees to undertake the GOLD fundraising on the same arrangement that MCR currently has, namely for a 12.5% commission on total revenues secured for GOLD. Any documentation developed to support new funding initiatives will be reviewed and approved by GOLD. GOLD will be responsible for managing all GOLD funds and carrying on the GOLD initiatives.
- 6) This agreement will commence when executed by GOLD and MCR.
- 7) 5 years following the adoption of this agreement, during which time the agreement has been honored by GOLD, MCR will transfer all its rights and ownership to the GOLD initiative and its name, logo, and materials cited herein to the 501 C)3 corporation GOLD Inc.

Sincerely,

  
Lawrence Grouse, MD, PhD  
President, MCR, Inc. and US Health Network, Inc.

  
Agreement Signed for GOLD Date

Agreement Signed for GOLD Date

**EXHIBIT G**

**CATHERINE R. KEENAN**  
ATTORNEY AT LAW  
65 HIGH RIDGE ROAD, # 186  
STAMFORD, CONNECTICUT 06905

(203) 355-9845  
catkeenan@optonline.net

July 29, 2010

**By Email: Eric.Bateman@uct.ac.za**  
**By Email: obyrnep@mcmaster.ca**  
**By Federal Express**

Eric D. Bateman, MD  
University Cape Town Lung Institute  
George Street  
Mowbray, 7700  
Cape Town, South Africa

Paul O'Byrne, MD  
McMaster University  
Health Sciences Center, Rm 3W10  
1200 Main St. W, Hamilton  
Ontario L8N 3Z5 Canada

Re: **The GINA Initiative**

Dear Drs. Bateman and O'Byrne:

I am counsel to Medical Communications Resources, Inc. ("MCR"). This is to advise you that MCR is hereby terminating the March 27, 2008 Agreement ("Agreement") with GINA, Inc., effective immediately.

GINA, Inc. has violated Paragraph 2 of the Agreement which provides MCR with the sole right to commercialize GINA-related materials, by granting the right to use GINA materials to third parties for commercial purposes. In addition, GINA, Inc. has further breached the Agreement and the implied covenant of good faith and fair dealing inherent in the Agreement by giving away MCR's right to recruit sponsorship funds from industry, by preventing GINA leaders from working with MCR to commercialize GINA materials, by refusing to provide GINA Meeting Minutes and Agendas to MCR for distribution to sponsors, by refusing to allow MCR to attend essential meetings with GINA leaders that are necessary to commercialize GINA

materials, by refusing to allow MCR to participate in Initiatives such as the ASTHMA CHALLENGE, by refusing to communicate with MCR representatives responsible for commercializing GINA materials, among other things. These material breaches of the Agreement have resulted in substantial financial losses to MCR. GINA, Inc. has also infringed MCR's copyrights and trademarks, causing extensive damage to MCR's intellectual property, lost profits and an anticipated devaluation of MCR's intellectual property and goodwill.

In addition, MCR has recently learned that GINA, Inc. has grossly mismanaged the sponsor funds raised by MCR for use in connection with GINA dissemination and guideline activities. For example, it has come to MCR's attention that GINA, Inc. has spent less than half the funds allocated by the sponsors for dissemination and guideline on those activities. Your company's mismanagement of funds will have serious ramifications for both GINA, Inc. and MCR. By failing to use the pledges for their stated purpose, GINA, Inc. has opened the doors for potential legal action by the sponsors for return of their pledges. Moreover, once sponsors learn of this mismanagement, not only will they likely cease to participate in future activities of the GINA Initiative, but MCR's reputation and its relationship with the sponsors will be irreparably harmed. In short, GINA, Inc.'s actions have jeopardized the ongoing operation of the GINA Initiative and MCR cannot sit back and watch.

Finally, MCR has also recently learned that GINA, Inc. is slated by the IRS to lose its not-for-profit status as a result of a refusal to take action to comply with IRS regulations for 501(c)(3) corporations. Moreover, GINA, Inc.'s corporate charter is listed as "not in good standing" because of non-payment of yearly fees for the past three years. GINA, Inc.'s status as a 501(c)(3) corporation and its status as a corporation in good standing are important aspects of MCR's fundraising activities. Its failure to keep its not-for-profit status will almost certainly result in a diminution of sponsor pledges.

Accordingly, MCR believes that it has no other choice but to terminate the Agreement.

By terminating the Agreement, all rights granted thereunder to GINA, Inc. are hereby withdrawn and GINA, Inc. must immediately cease any use of MCR's intellectual property. MCR's intellectual property includes, without limitation:

- (a) GINA Report: "Global Strategy for Asthma Management and Prevention";
- (b) GINA Pocket Guide for Management and Prevention of Asthma for Physicians and Nurses;
- (c) GINA Report: "Global Strategy for the Diagnosis and Management of Asthma in Children 5 Years and Younger";
- (d) Pocket Guide for Asthma Management and Prevention in Children 5 Years and Younger;
- (e) "At-a-Glance Asthma Management Reference"; and
- (f) its trademarks and service marks, including "WORLD ASTHMA DAY" and Design, "WORLD COPD DAY" and Design, "GLOBAL INITIATIVE FOR ASTHMA" and Design,

“GLOBAL INITIATIVE FOR ASTHMA”, “ALLERGIC RHINITIS AND ITS IMPACT ON ASTHMA” and Design, and “ASTHMA CONTROL CHALLENGE” and Design (collectively “MCR’s Property”).

This means that GINA, Inc. must:

1. immediately stop and refrain from any commercial use of MCR’s Property, including without limitation, the sale of MCR’s Property or its content, the use of MCR’s Property or its content for advertising, marketing, or promotional purposes, the publication of MCR’s Property or its content, and the posting of MCR’s Property or its content;
2. immediately stop and refrain from reproducing MCR’s Property;
3. immediately stop and refrain from any further efforts to update, edit, re-write, or otherwise create derivative works based on the content of MCR’s Property;
4. immediately stop and refrain from further distribution of copies of MCR’s Property, whether in print, on CD Rom, in electronic format, or otherwise;
5. refrain from publishing any guidelines or any other materials which contain the unauthorized use of MCR’s Property;
6. immediately stop and refrain from authorizing others to use or reproduce MCR’s Property or its content;
7. immediately stop and refrain from using MCR’s trademarks and service marks, including the marks “WORLD ASTHMA DAY” and Design, “WORLD COPD DAY” and Design, “GLOBAL INITIATIVE FOR ASTHMA” and Design, “GLOBAL INITIATIVE FOR ASTHMA”, “ALLERGIC RHINITIS AND ITS IMPACT ON ASTHMA” and Design, and “ASTHMA CONTROL CHALLENGE” and Design, or any confusingly similar mark; and
8. immediately stop and refrain from participating in the World Asthma Day, World COPD Day and GINA Asthma Challenge events.

Failure to immediately cease from the aforementioned activities will constitute willful copyright infringement in violation of the Copyright Act of 1976, 17 U.S.C. § 101 et seq., trademark infringement in violation of the Lanham Act, and/or unfair competition in violation of § 15 U.S.C. 1125(a). MCR’s Property is an extremely valuable asset and MCR is fully prepared to take whatever action may be necessary to protect it.

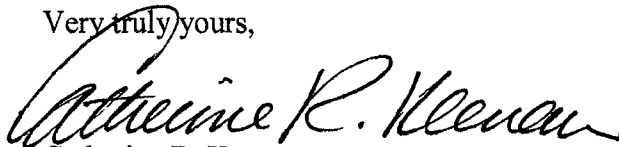
MCR further demands an accounting of GINA, Inc.’s financial records and bank accounts, including a detailed report of revenues and expenditures from March 27, 2008 to present (including without limitation salaries paid out and deposits given to third parties for future goods/services), and the source of the funds currently in GINA, Inc.’s bank accounts. In addition, MCR demands that GINA, Inc. return to it any unused sponsor funds currently in any

GINA, Inc. bank account. As of this date, there should be no further disbursements of sponsor pledges held by GINA, Inc. without the written consent of MCR, Inc.

Please confirm in writing by **August 5, 2010** that GINA, Inc., its Board of Directors, Executive Committee Members, international collaborators, and other agents and representatives of GINA, Inc. will promptly comply.

Nothing herein shall constitute a waiver of any right in law or equity of MCR. MCR expressly reserves all of its rights and remedies in connection with this matter.

Very truly yours,



Catherine R. Keenan

cc: Dr. Lawrence Grouse (by email only)  
Mr. Steve Prete (by email only)  
Dr. Claude Lenfant (by email only)  
Dr. Suzanne Hurd (by email only)  
Roger Kindley, Esq. (by email only)

**CATHERINE R. KEENAN**  
ATTORNEY AT LAW  
65 HIGH RIDGE ROAD, # 186  
STAMFORD, CONNECTICUT 06905

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catkeenan@optonline.net

July 29, 2010

**By Email: rororo@clinic.ub.es**  
**By Email: anzueto@uthscsa.edu**  
**By Federal Express**

Roberto Rodriguez Roisin, MD  
Professor of Medicine/Academic Affairs  
Director/Senior Consultant Physician  
Hospital Clínic, Universitat de Barcelona  
Villarroel, 170. CP 08036-Barcelona, Spain

Antonio Anzueto, MD  
Professor Medicine, Pulmonary/Critical Care  
University of Texas Health Science Center  
111E 7400 Merton Minter Blvd  
San Antonio Texas 78229

Re: **The GOLD Initiative**

Dear Drs. Roisin and Anzueto:

I am counsel to Medical Communications Resources, Inc. ("MCR"). This is to advise you that MCR is hereby terminating the February 20, 2008 Agreement ("Agreement") with GOLD, Inc., effective immediately.

GOLD, Inc. has violated Paragraph 2 of the Agreement which provides MCR with the sole right to commercialize GOLD-related materials, by granting the right to use GOLD materials to third parties for commercial purposes. In addition, GOLD, Inc. has further breached the Agreement and the implied covenant of good faith and fair dealing inherent in the Agreement by giving away MCR's right to recruit sponsorship funds from industry, by preventing GOLD leaders from working with MCR to commercialize GOLD materials, by refusing to provide GOLD Meeting Minutes and Agendas to MCR for distribution to sponsors, by refusing to allow MCR to attend essential meetings with GOLD leaders that are necessary to commercialize

GOLD materials, by refusing to communicate with MCR representatives responsible for commercializing GOLD materials, among other things. These material breaches of the Agreement have resulted in substantial financial losses to MCR. GOLD, Inc. has also infringed MCR's copyrights and trademarks, causing extensive damage to MCR's intellectual property, lost profits and an anticipated devaluation of MCR's intellectual property and goodwill.

In addition, MCR has recently learned that GOLD, Inc. has grossly mismanaged the sponsor funds raised by MCR for use in connection with GOLD dissemination and guideline activities. For example, it has come to MCR's attention that GOLD, Inc. has spent less than half the funds allocated by the sponsors for dissemination and guideline on those activities. Your company's mismanagement of funds will have serious ramifications for both GOLD, Inc. and MCR. By failing to use the pledges for their stated purpose, GOLD, Inc. has opened the doors for potential legal action by the sponsors for return of their pledges. Moreover, once sponsors learn of this mismanagement, not only will they likely cease to participate in future activities of the GOLD Initiative, but MCR's reputation and its relationship with the sponsors will be irreparably harmed. In short, GOLD, Inc.'s actions have jeopardized the ongoing operation of the GOLD Initiative and MCR cannot sit back and watch.

Finally, MCR has also recently learned that GOLD, Inc. is slated by the IRS to lose its not-for-profit status as a result of a refusal to take action to comply with IRS regulations for 501(c)(3) corporations. Moreover, GOLD, Inc.'s corporate charter is listed as "not in good standing" because of non-payment of yearly fees for the past three years. GOLD, Inc.'s status as a 501(c)(3) corporation and its status as a corporation in good standing are important aspects of MCR's fundraising activities. Its failure to keep its not-for-profit status will almost certainly result in a diminution of sponsor pledges.

Accordingly, MCR believes that it has no other choice but to terminate the Agreement.

By terminating the Agreement, all rights granted thereunder to GOLD, Inc. are hereby withdrawn and GOLD, Inc. must immediately cease any use of MCR's intellectual property. MCR's intellectual property includes, without limitation:

- (a) GOLD Report: "Global Strategy for Diagnosis, Management, and Prevention of COPD";
- (b) GOLD Pocket Guide to COPD Diagnosis, Management, and Prevention;
- (c) GOLD COPD Diagnosis and Management At-A-Glance Desk Reference;
- (d) GOLD At-A-Glance Pocket Reference for COPD Diagnosis, Management, and Prevention;
- (e) GOLD Executive Summary: Global Strategy for Diagnosis, Management, and Prevention of COPD;
- (f) GOLD Spirometry Guide;
- (g) GOLD Spirometry Quick Guide; and



(h) its trademarks and service marks, including "WORLD ASTHMA DAY" and Design, "WORLD COPD DAY" and Design, "GLOBAL INITIATIVE FOR ASTHMA" and Design, "GLOBAL INITIATIVE FOR ASTHMA", "ALLERGIC RHINITIS AND ITS IMPACT ON ASTHMA" and Design, and "ASTHMA CONTROL CHALLENGE" and Design (collectively "MCR's Property").

This means that GOLD, Inc. must:

1. immediately stop and refrain from any commercial use of MCR's Property, including without limitation, the sale of MCR's Property or its content, the use of MCR's Property or its content for advertising, marketing, or promotional purposes, the publication of MCR's Property or its content, and the posting of MCR's Property or its content;
2. immediately stop and refrain from reproducing MCR's Property;
3. immediately stop and refrain from any further efforts to update, edit, re-write, or otherwise create derivative works based on the content of MCR's Property;
4. immediately stop and refrain from further distribution of copies of MCR's Property, whether in print, on CD Rom, in electronic format, or otherwise;
5. refrain from publishing any guidelines or any other materials which contain the unauthorized use of MCR's Property;
6. immediately stop and refrain from authorizing others to use or reproduce MCR's Property or its content;
7. immediately stop and refrain from using MCR's trademarks and service marks, including the marks "WORLD ASTHMA DAY" and Design, "WORLD COPD DAY" and Design, "GLOBAL INITIATIVE FOR ASTHMA" and Design, "GLOBAL INITIATIVE FOR ASTHMA", "ALLERGIC RHINITIS AND ITS IMPACT ON ASTHMA" and Design, and "ASTHMA CONTROL CHALLENGE" and Design, or any confusingly similar mark; and
8. immediately stop and refrain from participating in the World COPD Day and related events.

Failure to immediately cease from the aforementioned activities will constitute willful copyright infringement in violation of the Copyright Act of 1976, 17 U.S.C. § 101 et seq., trademark infringement in violation of the Lanham Act, and/or unfair competition in violation of § 15 U.S.C. 1125(a). MCR's Property is an extremely valuable asset and MCR is fully prepared to take whatever action may be necessary to protect it.

MCR further demands an accounting of GOLD, Inc.'s financial records and bank accounts, including a detailed report of revenues and expenditures from February 20, 2008 to present (including without limitation salaries paid out and deposits given to third parties for future goods/services), and the source of the funds currently in GOLD, Inc.'s bank accounts. In

addition, MCR demands that GOLD, Inc. return to it any unused sponsor funds currently in any GOLD, Inc. bank account. As of this date, there should be no further disbursements of sponsor pledges held by GINA, Inc. without the written consent of MCR, Inc.

Please confirm in writing by **August 5, 2010** that GOLD, Inc., its Board of Directors, Executive Committee Members, international collaborators, and other agents and representatives of GOLD, Inc. will promptly comply.

Nothing herein shall constitute a waiver of any right in law or equity of MCR. MCR expressly reserves all of its rights and remedies in connection with this matter.

Very truly yours,

  
Catherine R. Keenan

cc: Dr. Lawrence Grouse (by email only)  
Mr. Steve Prete (by email only)  
Dr. Claude Lenfant (by email only)  
Dr. Suzanne Hurd (by email only)  
Roger Kindley, Esq. (by email only)